

**BellSouth Telecommunications, Inc.**  
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Nashville, TN 37201-3300

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REC'D TN

REGULATORY **Guy M. Hicks**  
General Counsel

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615 214 6301

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EXECUTIVE SECRETARY

March 23, 2001

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and KMC Telecom Holdings, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

Docket No. ~~00-01004~~

*01-00262*

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, KMC Telecom Holdings, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated October 6, 2000. The first Amendment replaces language in Section 2. The second Amendment adds provisions for Line Sharing and Loop Makeup.

Thank you for your attention to this matter.

Sincerely yours,

  
Guy M. Hicks

cc: Charlene Keys, KMC Telecom  
Tricia Breckenridge, KMC Telecom

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and KMC Telecom Holdings, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~00-01004~~ 01-00262

**PETITION FOR APPROVAL OF THE**  
**AMENDMENTS TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND KMC TELECOM HOLDINGS, INC.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, KMC Telecom Holdings, Inc. ("KMC") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated October 6, 2000 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, KMC and BellSouth state the following:

1. KMC and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to KMC. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on January 23, 2001.

2. The parties have recently negotiated Amendments to the Agreement. The first Amendment dated February 5, 2001 replaces language contained in Attachment 2. The second Amendment dated February 27, 2001 adds provisions for Line Sharing and Loop Makeup. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, KMC and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are authorized to submit this Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and KMC within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. KMC and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

KMC and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 23<sup>rd</sup> day of March, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

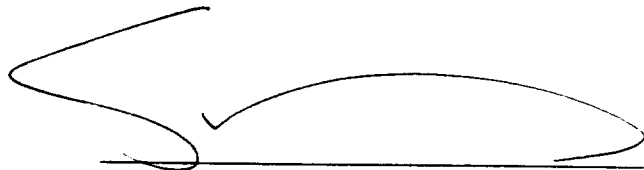
Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

# CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the ~~23<sup>rd</sup>~~ day of MARCH, 2001:

Tricia Breckenridge  
KMC Telecom  
1755 North Brown Road  
3<sup>rd</sup> Floor  
Lawrenceville, GA 30043

Charlene Keys  
KMC Telecom  
1755 North Brown Road  
3<sup>rd</sup> Floor  
Lawrenceville, GA 30043

A large, stylized handwritten signature in black ink, appearing to be 'Guy M. Hicks', written over a horizontal line.

Guy M. Hicks

AMENDMENT TO  
AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND KMC TELECOM HOLDINGS, INC. (KMC TELECOM)  
DATED OCTOBER 6, 2000

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and KMC Telecom Holdings, Inc. (KMC Telecom), collectively "KMC Telecom", hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Agreement (the "Agreement"), between BellSouth and KMC Telecom dated October 6, 2000.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and KMC Telecom hereby covenant and agree as follows:

1. Attachment 2 of the Agreement is hereby amended by replacing Paragraph 2.2.4, Paragraph 2.2.4.2, Paragraph 2.2.5, Paragraph 2.2.8.1 and Paragraph 2.2.8.2 with the following Paragraph 2.2.4, Paragraph 2.2.4.2, Paragraph 2.2.5, Paragraph 2.2.8.1 and Paragraph 2.2.8.2 attached hereto as Exhibit A and by reference made a part of this Amendment.

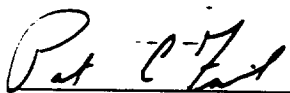
2. Attachment 2, Exhibit C of the Agreement is hereby amended by replacing 2-Wire Analog VG Loop-SL1, 2-Wire Analog VG Loop-SL2 w/loop or ground start signaling, and 2-Wire Analog VG Loop-SL2 w/reverse battery signaling rates with the following rates attached hereto as Exhibit B, and by reference made a part of this Amendment.

3. All other provisions of the Agreement, dated October 6, 2000, shall remain in full force and effect.

4. The Parties agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**BellSouth Telecommunications, Inc.**

By: 

Title: MANAGING DIRECTOR

Date: 2/27/01

**KMC Telecom Holdings, Inc.  
(KMC Telecom)**

By: 

Title: VP, Interconnection Services

Date: Feb. 7, 2001

Attachment 2New Section 2.2.4, 2.2.4.2, 2.2.5, 2.2.8.1 & 2.2.8.2

- 2.2.4. "Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities where KMC Telecom is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end user. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and KMC Telecom will be advised. OC will be provided as a standard item on SL2 voice grade loops and all Unbundled Digital Loops (UDLs). OC will be provided as a chargeable option on SL1 voice grade loops, and all Unbundled Copper Loops.
- 2.2.4.2 BellSouth will provide a notifier to KMC Telecom when the physical wire work is completed for an SL1 loop with LNP. This notification will allow KMC Telecom to ensure minimal end user loss of service, provided that KMC Telecom promptly sends the activated message to NPAC to port the number. BellSouth will use best efforts to notify KMC Telecom within thirty (30) minutes of the completion of the physical wire work.
- 2.2.5 "Order Coordination – Time Specific" refers to service order coordination in which KMC Telecom requests a specific time for a service order conversion to take place. BellSouth will make every effort to accommodate KMC Telecom's specific conversion time request. However, BellSouth reserves the right to negotiate with KMC Telecom a conversion time based on load and appointment control when necessary. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. KMC Telecom may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If KMC Telecom specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- If KMC Telecom requests work to be done for any UNE loop that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

|  | <b>Order Coordination</b> | <b>Order Coordination – Time Specific</b> | <b>Test Points</b> | <b>DLR</b> | <b>Charge for Dispatch and Testing if No</b> |
|--|---------------------------|---|--------------------|------------|--|
|--|---------------------------|---|--------------------|------------|--|

|                        | (OC)              | (OC-TS)  | Trouble Found                |   |  |
|------------------------|-------------------|--|------------------------------|---|--|
| SL-1                   | Chargeable option | Chargeable Option*                                       | Not available                | Chargeable Option – ordered as Engineering Information Document | Charged for Dispatch inside & outside Central Office |
| SL-2                   | Included          | Chargeable Option*                                       | Included                     | Included  | Charged for Dispatch outside Central Office          |
| Unbundled Digital Loop | Included          | Chargeable Option* (except on Universal Digital Channel) | Included (where appropriate) | Included  | Charged for Dispatch outside Central Office          |
| Unbundled Copper Loop  | Chargeable Option | Not available  | Included                     | Included  | Charged for Dispatch outside Central Office          |

\*Order Coordination-Time Specific charge for orders due on same day at same location will be applied on a per LSR basis. For UVL-SL1, KMC Telecom must order OC when requesting OC-TS.

2.2.8.1 SL1 loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by KMC Telecom. KMC Telecom may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers.

2.2.8.2 SL2 loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a design layout record provided to KMC Telecom. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow KMC Telecom to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In

these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.



**EXHIBIT B**

Attachment 2  
Exhibit C  
Rates Page 1

**BELLSOUTH/KMCC Telecom RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES**

|  |  | RATES BY STATE |         |         |         |         |         |         |         |         |    |  |  |
|--|--|----------------|---------|---------|---------|---------|---------|---------|---------|---------|----|--|--|
| DESCRIPTION  |  | USOC           | AL      | FL      | GA      | KY      | LA      | MS      | NC      | SC      | TN |  |  |
| 2-Wire Analog VG Loop-SL1  |  |                |         |         |         |         |         |         |         |         |    |  |  |
| RC - Statewide, per month  |  | UEAL2          | NA      | NA      | NA      | NA      | NA      | NA      | NA      | NA      | NA |  |  |
| RC - Zone 1, per month (Note 2)  |  | UEAL2          | \$15.24 | \$13.75 | \$14.21 | \$14.79 | \$14.96 | \$15.58 | \$15.88 | NA      | NA |  |  |
| RC - Zone 2, per month (Note 2)  |  | UEAL2          | \$24.75 | \$20.13 | \$16.41 | \$27.68 | \$25.69 | \$20.65 | TBD     | \$18.48 | NA |  |  |
| RC - Zone 3, per month (Note 2)  |  | UEAL2          | \$44.85 | \$44.40 | \$26.08 | \$47.78 | \$52.47 | \$29.51 | TBD     | \$27.87 | NA |  |  |
| RC - Zone 4, per month (Note 2)  |  | UEAL2          | NA      | NA      | NA      | NA      | NA      | \$38.94 | NA      | \$36.91 | NA |  |  |
| NRC - 1st  |  | UEAL2          | \$59.03 | \$83.20 | \$42.54 | \$86.08 | \$40.69 | \$59.25 | \$57.99 | \$70.44 | NA |  |  |
| NRC - Disconnect Charge - 1st  |  | UEAL2          | \$43.14 | \$35.12 | \$31.33 | \$58.57 | \$29.96 | \$43.67 | \$42.37 | \$44.05 | NA |  |  |
| NRC - Disconnect Charge - Add'l  |  | UEAL2          | \$15.21 | \$55.97 | NA      | NA      | \$11.48 | \$16.35 | NA      | NA      | NA |  |  |
| NRC - Service Order submitted Electronically, per LSR  |  | SOMEC          | \$3.50  | \$2.75  | \$3.50  | \$3.50  | \$3.50  | \$3.50  | \$3.50  | \$3.50  | NA |  |  |
| NRC - Service Order submitted Electronically, per LSR - Disconnect   |  | SOMEC          | NA      | \$0.42  | NA      | NA      | NA      | NA      | NA      | NA      | NA |  |  |
| NRC - Service Order submitted Manually, per LSR  |  | SOMAN          | NA      | \$21.56 | NA      | \$29.24 | NA      | NA      | NA      | NA      | NA |  |  |
| NRC - Service Order submitted Manually, per LSR, Disconnect  |  | SOMAN          | NA      | \$3.84  | NA      | \$3.94  | NA      | NA      | NA      | NA      | NA |  |  |
| NRC - Incremental Charge - Manual Service Order - 1st  |  | SOMAN          | \$27.37 | NA      | \$18.94 | NA      | \$18.14 | \$25.52 | \$26.94 | \$44.22 | NA |  |  |
| NRC - Incremental Charge - Manual Service Order - Add'l  |  | SOMAN          | \$12.97 | NA      | \$8.42  | NA      | \$8.06  | \$11.34 | \$12.76 | \$13.55 | NA |  |  |
| NRC - Incremental Charge - Manual Service Order - Disconnect   |  | SOMAN          | \$17.77 | NA      | NA      | NA      | \$11.41 | \$16.06 | NA      | NA      | NA |  |  |
| NRC - Incremental Charge - Order Coordination for SL1 loops (per loop)   |  | UEAMC          | \$51.29 | 16.31*  | \$36.46 | 16.31*  | \$34.90 | \$50.29 | \$61.38 | \$62.10 | NA |  |  |
| NRC - Engineering Information (EI) - Interim rates until cost study is prepared based on inputs that reflect the work required to extract the Engineering Information. |  | OCOSL          | \$45.99 | 23.24*  | \$34.22 | 36.18*  | \$32.77 | \$45.27 | \$45.34 | \$45.43 | NA |  |  |
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AMENDMENT TO  
INTERCONNECTION AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND KMC TELECOM HOLDINGS, INC.  
DATED OCTOBER 06, 2000

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and KMC Telecom Holdings, Inc. ("KMC Telecom") hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated October 06, 2000 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and KMC Telecom hereby covenant and agree as follows:

1. Attachment 2, Section 2.5 of the Agreement is hereby amended to add a new Section 2.5.4 to read as follows:

2.5.4 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of equipment on loops equal to or less than 18kft; 2) removal of equipment of loops longer than 18kft; and 3) removal of bridged-taps on loops of any length

2. Attachment 2, Section 2.4 of the Agreement is hereby amended to delete Section 2.4 in its entirety and replace it with a new Section 2.4 and all its subsections as follows:

**2.4 Preordering Loop Makeup (LMU)**

**2.4.1 Description of Service**

2.4.1.1 BellSouth shall make available to KMC Telecom loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a *preordering* transaction, distinct from KMC Telecom ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for *preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.4.1.2 BellSouth will provide KMC Telecom with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by KMC Telecom for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by KMC Telecom and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

2.4.1.3 BellSouth's LMU information is provided to KMC Telecom as it exists either in BellSouth's databases or in its hard copy facility records.

BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.4.1.4 BellSouth offers LMU information for the sole purpose of allowing KMC Telecom to determine whether, in KMC Telecom's judgment, BellSouth's loops will support the specific services that KMC Telecom wishes to provide over those loops. KMC Telecom may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, KMC Telecom shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. KMC Telecom bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. KMC Telecom bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with KMC Telecom's equipment for accomplishing KMC Telecom's end goal for the intended service it wishes to provide its end-user(s). KMC Telecom is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.4.2 Submitting Loop Makeup Service Inquiries

2.4.2.1 KMC Telecom will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if KMC Telecom determines that it needs further loop data information in order to make a determination of loop service capability, KMC Telecom may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.4.3. Mechanized LMU has been made available for limited deployment to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth. CLECs will be notified once a successful Beta Test has been completed, and mechanized LMU shall then be available to KMC Telecom.

2.4.2.2 **Manual** LMUSIs shall be submitted on the preordering manual LMUSI form by means of fax or electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.

2.4.3 LMUSI Types and Associated Charges

2.4.3.1 KMC Telecom may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit 1 to this Amendment.

- 2.4.3.2 KMC Telecom will be assessed a nonrecurring charge for each facility queried as specified in Exhibit 1 to this Amendment. Rates for Tennessee are interim and subject to true-up pending approval of final rates by the respective State Commission. True-ups will be retroactive to the effective date of this Agreement.
- 2.4.3.3 KMC Telecom may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which KMC Telecom does not plan to place a UNE local service request (LSR) should be cancelled by KMC Telecom. Should KMC Telecom wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).
- 2.4.3.4 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to KMC Telecom for the facility queried. During this holding time and prior to KMC Telecom's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure KMC Telecom's ability to order the exact facility reserved.
- 2.4.3.5 If KMC Telecom does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 2.4.3.6 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.
- 2.4.4 Ordering of Other UNE Services
- 2.4.4.1 Whenever KMC Telecom has reserved a facility through BellSouth's preordering LMU service, should KMC Telecom seek to place a subsequent UNE LSR on a reserved facility, KMC Telecom shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR., KMC Telecom will be billed the appropriate rate element for the specific type UNE loop ordered by KMC Telecom as set forth in this Attachment. KMC Telecom will not be billed any additional Loop Makeup charges for the loop so ordered. Should KMC Telecom choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, KMC Telecom will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Makeup charges as set forth in this Attachment. Rates are provided in Exhibit 1 to this Amendment.
- 2.4.4.2 Where KMC Telecom submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to KMC Telecom the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by KMC Telecom. For those occasions when BellSouth cannot assign the specific facility reserved by KMC Telecom

during the LMU pre-ordering transaction, due to incomplete or incorrect information provided by KMC Telecom during the ordering process. BellSouth will assign to KMC Telecom, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by KMC Telecom. If the ordered loop type is not available, KMC Telecom may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

3. Attachment 2 of the Agreement is hereby amended to include a new Section 19.0 and all its subsections as follows:

19.0           **High Frequency Spectrum Network Element**

19.1           General

19.1.1       BellSouth shall provide KMC Telecom access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit 1 to this Amendment. BellSouth shall provide KMC Telecom with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

14.1.2       The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow KMC Telecom the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230, including, but not limited to, ADSL, HDSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. KMC Telecom shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. KMC Telecom shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

19.1.3       The following loop requirements are necessary for KMC Telecom to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide KMC Telecom access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.5 of Attachment 2 of the Interconnection Agreement. BellSouth is not required to condition a loop

for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If KMC Telecom requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, KMC Telecom shall pay for the loop to be restored to its original state.

- 19.1.4 KMC Telecom's termination point is the point of termination for KMC Telecom on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect KMC Telecom's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to KMC Telecom's xDSL equipment in KMC Telecom's collocation space.
- 19.1.5 KMC Telecom shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.
- 19.2 **Provisioning of High Frequency Spectrum and Splitter Space**
- 19.2.1 BellSouth will provide KMC Telecom with access to the High Frequency Spectrum as follows:
  - 19.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of KMC Telecom's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.
  - 19.2.1.2 Once a splitter is installed on behalf of KMC Telecom in a central office, KMC Telecom shall be entitled to order the High Frequency Spectrum on lines served out of that central office.
  - 19.2.1.2.1 BellSouth will bill and KMC Telecom shall pay the SOMAN and SOMECH charges as described in this Agreement when KMC Telecom orders High Frequency Spectrum for end-user service.
  - 19.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide KMC Telecom access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide KMC Telecom with a carrier notification letter, informing KMC Telecom of change. KMC Telecom shall purchase ports on the splitter as set forth more fully below.
  - 19.2.1.4 BellSouth will install the splitter in (i) a common area close to the KMC Telecom collocation area, if possible; or (ii) in a BellSouth relay rack as close to the KMC Telecom DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified KMC



Telecom DS0 at such time that a KMC Telecom end user's service is established.

- 19.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and KMC Telecom desires to continue providing xDSL service on such loop, KMC Telecom shall be required to purchase a full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and KMC Telecom desires to continue providing xDSL service on such loop, KMC Telecom shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give KMC Telecom notice in a reasonable time prior to disconnect, which notice shall give KMC Telecom an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and KMC Telecom purchases the full stand-alone loop, KMC Telecom may elect the type of loop it will purchase. KMC Telecom will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit C to this Attachment. In the event KMC Telecom purchases a voice grade loop, KMC Telecom acknowledges that such loop may not remain xDSL compatible.
- 19.2.1.6 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.
- 19.2.2 Ordering
- 19.2.2.1 To order High Frequency Spectrum on a particular loop, KMC Telecom must have a DSLAM collocated in the central office that serves the end-user of such loop. KMC Telecom may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 19.2.1.1.
- 19.2.2.2 BellSouth will devise a splitter order form that allows KMC Telecom to order splitter ports in increments of 24 ports.
- 19.2.2.1 BellSouth will provide KMC Telecom the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- 19.2.2.3 BellSouth will provide access to the High Frequency Spectrum within the following target intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When KMC Telecom submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide

KMC Telecom with access to the High Frequency Spectrum at the following target intervals:

- 19.2.2.3.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.
- 19.2.2.4 BellSouth will provide to KMC Telecom BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.
- 19.2.2.5 BellSouth will provide KMC Telecom access to the Preordering Loop Makeup (LMU), in accordance with Section 2.4 of this Agreement. BellSouth shall bill and KMC Telecom shall pay the rates for such services, as described in Exhibit 1 to this Amendment.

**19.3 Maintenance and Repair**

- 19.3.1 KMC Telecom shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. KMC Telecom may access the loop at the point where the combined voice and data signal exits the central office splitter.
  - 19.3.1.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point of demarcation in the central office. KMC Telecom will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
  - 19.3.1.2 KMC Telecom shall inform its end users to direct data problems to KMC Telecom, unless both voice and data services are impaired, in which event the end users should call BellSouth.
  - 19.3.1.3 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.
  - 19.3.1.4 In the event KMC Telecom's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify KMC Telecom and allow twenty-four (24) hours to cure the trouble. If KMC Telecom fails to resolve the trouble, BellSouth may discontinue KMC Telecom's access to the High Frequency Spectrum on such loop.

4. Pursuant to Exhibit C of Attachment 2 of the Interconnection Agreement, the Parties hereby agree to add the rates for Unbundled Network Element Line Sharing and revise the rates for Unbundled Loop Modification/Conditioning and Loop Make Up.

5. Based on the results of the Tennessee Regulatory Authority (TRA) hearing on September 26, 2000 in Docket No. 00-00544 the interim rates for Line Sharing, Unbundled Loop Modification/Conditioning and Loop Make Up in Tennessee shall be as set forth in Exhibit 1 to

this Amendment. These rates shall be subject to retroactive true-up once permanent rates have been established by the Authority.

6. The Parties agree that the rates in Exhibit C of Attachment 2 of the Interconnection Agreement that are associated with Unbundled Loop Modification/Conditioning and Loop Make Up are hereby deleted and replaced with new rates for like elements attached hereto as Exhibit 1 to this Amendment.

7. The Parties agree that the rates in Exhibit C of Attachment 2 of the Interconnection Agreement are hereby amended to include the new rate elements for Unbundled Network Element Line Sharing found in Exhibit 1 to this Amendment.

8. The Parties agree that all of the other provisions of the Interconnection Agreement, dated October 6, 2000 shall remain in full force and effect.

9. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory authorities having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: Pet C Finkle

Title: MANAGER DIRECTOR

Date: 2/5/01

KMC Telecom Holdings, Inc.

By: Charlene H. Keys

Title: Vice President - Carrier Management

Date: 1/29/00

## **EXHIBIT 1**

**BELLSOUTH/KMC TELECOM RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES**

Attachment 2  
Exhibit C

| DESCRIPTION  | USOC  | AL       | FL       | GA       | KY       | LA       | MS       | NC       | SC       | TN       |
|--|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>Unbundled Loop Modification/Conditioning</b>  |       |          |          |          |          |          |          |          |          |          |
| NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops less than or equal to 18kft * **   | ULM2L | \$65.23  | \$65.40  | \$69.28  | \$65.40  | \$65.30  | \$80.55  | \$65.49  | \$65.20  | \$65.40  |
| NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - 1st * **  | ULM2G | \$716.70 | \$710.71 | \$757.04 | \$710.73 | \$709.71 | \$880.00 | \$719.55 | \$716.32 | \$710.71 |
| NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - Addl * **   | ULM2G | \$23.55  | \$23.77  | \$23.49  | \$23.77  | \$23.74  | \$27.30  | \$23.65  | \$23.54  | \$23.77  |
| NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops less than or equal to 18kft * **   | ULM4L | \$65.23  | \$65.40  | \$69.28  | \$65.40  | \$65.30  | \$80.55  | \$65.49  | \$65.20  | \$65.40  |
| NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - 1st * **  | ULM4G | \$716.70 | \$710.71 | \$757.04 | \$710.73 | \$709.71 | \$880.00 | \$719.55 | \$716.32 | \$710.71 |
| NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - Addl * **   | ULM4G | \$23.55  | \$23.77  | \$23.49  | \$23.77  | \$23.74  | \$27.30  | \$23.65  | \$23.54  | \$23.77  |
| NRC - Bridge Tap Removal per pair unloaded * **  | ULMBT | \$65.28  | \$65.44  | \$79.99  | \$65.44  | \$65.35  | \$121.14 | \$65.64  | \$65.24  | \$65.44  |
| Loop Make Up   |       |          |          |          |          |          |          |          |          |          |
| NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Manual) * **  | UMKLW | \$134.00 | \$134.00 | \$134.00 | \$134.00 | \$134.00 | \$134.00 | \$134.00 | \$134.00 | \$100.00 |
| Loop Makeup - Preordering Without Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is 3. * **      | UMKLW | \$134.00 | \$134.00 | \$134.00 | \$134.00 | \$134.00 | \$134.00 | \$134.00 | \$134.00 | \$100.00 |
| NRC-Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) Max number of spare facilities per manual LMUSI is 3. * **         | UMKLP | \$140.00 | \$140.00 | \$140.00 | \$140.00 | \$140.00 | \$140.00 | \$140.00 | \$140.00 | \$100.00 |
| NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Mechanized) * **  |       | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$0.6888 |
| Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10. * ** |       | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$0.6888 |
| Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10. * **    |       | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$1.08   | \$0.6888 |
| Line Sharing   |       |          |          |          |          |          |          |          |          |          |
| 2-wire analog VG (SL1) for Line Sharing  |       |          |          |          |          |          |          |          |          |          |
| RC - per month (Note 4) * **   |       | TBD      | TBD      | TBD      | TBD      | TBD      | TBD      | TBD      | TBD      | \$12.16  |
| NRC - 1st (Note 4) * **  |       | TBD      | TBD      | TBD      | TBD      | TBD      | TBD      | TBD      | TBD      | \$31.99  |
| NRC - Addl * **  |       | TBD      | TBD      | TBD      | TBD      | TBD      | TBD      | TBD      | TBD      | \$20.02  |
| System Splitter - 96 Line Capacity   |       |          |          |          |          |          |          |          |          |          |
| RC - Per month * **  | ULSDA | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 |
| NRC - 1st * **   | ULSDA | \$150.00 | \$150.00 | \$150.00 | \$300.00 | \$150.00 | \$300.00 | \$300.00 | \$300.00 | \$150.00 |
| NRC - Addl * **  | ULSDA | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| NRC - Disconnect 1st * **  | ULSDA | \$150.00 | \$150.00 | \$150.00 | NA       | \$150.00 | NA       | NA       | NA       | \$150.00 |
| NRC - Disconnect Addl * **   | ULSDA | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| System Splitter - 24 Line Capacity   |       |          |          |          |          |          |          |          |          |          |
| RC - Per month * **  | ULSDB | \$25.00  | \$25.00  | \$25.00  | \$25.00  | \$25.00  | \$25.00  | \$25.00  | \$25.00  | \$25.00  |
| NRC - 1st * **   | ULSDB | \$150.00 | \$150.00 | \$150.00 | \$300.00 | \$150.00 | \$300.00 | \$300.00 | \$300.00 | \$150.00 |
| NRC - Addl * **  | ULSDB | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |

BELLSOUTH/KMC TELECOM RATES  
NETWORK ELEMENTS  
AND OTHER SERVICES

Attachment 2  
Exhibit C

|  |       |          |          |          |          |          |          |          |         |         |          |
|--|-------|----------|----------|----------|----------|----------|----------|----------|---------|---------|----------|
| NRC - Disconnect 1st * **  | ULSDB | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | \$150.00 | NA      | NA      | \$150.00 |
| NRC - Disconnect Add1 * **   | ULSDB | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00  | \$0.00  | \$0.00   |
| Loop Capacity, Line Activation Per Occurrence  |       |          |          |          |          |          |          |          |         |         |          |
| RC - Per Month * **  | ULSDC | \$6.00   | \$6.00   | \$6.00   | \$6.00   | \$6.00   | \$6.00   | \$6.00   | \$6.00  | \$6.00  | \$3.48   |
| NRC - 1st * **   | ULSDC | \$40.00  | \$40.00  | \$40.00  | \$40.00  | \$40.00  | \$40.00  | \$40.00  | \$40.00 | \$40.00 | \$40.00  |
| NRC - Add1 * **  | ULSDC | \$22.00  | \$22.00  | \$22.00  | \$22.00  | \$22.00  | \$22.00  | \$22.00  | \$22.00 | \$22.00 | \$21.39  |
| NRC - Service Order submitted Electronically, per LSR  | SOMEC | \$3.50   | \$2.75   | \$3.50   | \$3.50   | \$3.50   | \$3.50   | \$3.50   | \$3.50  | \$3.50  | \$3.50   |
| NRC - Service Order submitted Electronically, per LSR-Disconnect   | SOMEC | NA       | \$0.42   | NA       | NA       | NA       | NA       | NA       | NA      | NA      | TBD      |
| NRC - Service Order submitted Manually, per LSR  | SOMAN | NA       | \$21.56  | NA       | \$29.24  | NA       | NA       | NA       | NA      | NA      | \$19.99  |
| NRC - Service Order submitted Manually, per LSR, Disconnect  | SOMAN | NA       | \$3.84   | NA       | \$3.94   | NA       | NA       | NA       | NA      | NA      | TBD      |
| NRC-Incremental Charge - Manual Service Order - 1st  | SOMAN | \$27.37  | NA       | \$18.94  | NA       | \$18.14  | \$25.52  | \$26.94  | \$44.22 | \$44.22 | NA       |
| NRC- Incremental Charge - Manual Service Order - Add1  | SOMAN | \$12.97  | NA       | \$8.42   | NA       | \$8.06   | \$11.34  | \$12.76  | \$13.55 | \$13.55 | NA       |
| NRC- Incremental Charge - Manual Service Order - Disconnect  | SOMAN | \$17.77  | NA       | NA       | NA       | \$11.41  | \$16.06  | NA       | NA      | NA      | NA       |
| Subsequent Activity - Per Occurrence   |       |          |          |          |          |          |          |          |         |         |          |
| NRC - 1st * **   | ULSDS | \$30.00  | \$30.00  | \$30.00  | \$30.00  | \$30.00  | \$30.00  | \$30.00  | \$30.00 | \$30.00 | \$30.00  |
| NRC - Add1 * **  | ULSDS | \$15.00  | \$15.00  | \$15.00  | \$15.00  | \$15.00  | \$15.00  | \$15.00  | \$15.00 | \$15.00 | \$15.00  |
| * Interim Rates Subject to true-up   |       |          |          |          |          |          |          |          |         |         |          |
| ** TN Interim Rates subject to true-up   |       |          |          |          |          |          |          |          |         |         |          |
| The recurring interim and nonrecurring interim rates in TN for 2-wire analog VG (SL1) for Line Sharing is for a stand-alone loop purchased by KMC Telecom to provide both analog voice service and xDSL services or in the event KMC Telecom wishes to continue providing xDSL services to an end-user who terminates it's BellSouth - provided voice service. These rates 4 apply when KMC Telecom purchases the splitter from BellSouth. |       |          |          |          |          |          |          |          |         |         |          |